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2 A Limited Liability Partnership
3 Including Professional Corporations
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20 Attorneys for Defendant,
21 SEAGATE TECHNOLOGY LLC

22 UNITED STATES DISTRICT COURT

23 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

24 IN RE SEAGATE TECHNOLOGY LLC
25 LITIGATION

26 CONSOLIDATED ACTION

27 Case No. 3:16-cv-00523-JCS

28 **DECLARATION OF LIÊN H. PAYNE IN
SUPPORT OF DEFENDANT SEAGATE
TECHNOLOGY LLC'S OPPOSITION TO
PLAINTIFFS' INFORMAL MOTION TO
COMPEL**

29 Filed Concurrently with the Parties' Joint
30 Letter Submission Regarding Hard Drive
31 Discovery Dispute

32 Second Consolidated Amended Complaint
33 filed: July 11, 2016

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1 I, Liêm H. Payne, declare as follows:

2 1. I am an attorney admitted to practice before this Court. I am an associate
 3 with the law firm of Sheppard, Mullin, Richter & Hampton LLP, counsel of record for Defendant
 4 SEAGATE TECHNOLOGY LLC (“Seagate”). I have personal knowledge of the facts set forth in
 5 this declaration, and, if called as a witness, could and would competently testify to their truth.

6 2. On February 1 and February 5, 2016, Plaintiffs filed their initial Complaints
 7 in this Action. Plaintiffs alleged a class on behalf of, among other subclasses, “All individuals in
 8 the United States who purchased, not for resale, at least one Seagate model ST3000DM001 hard
 9 drive, or at least one external hard drive that contained a drive with the aforesaid model number.”
 10 (*Nelson v. Seagate Technology LLC*, Case No. 5:16-cv-00523-PSG, Dkt. No. 1; *Ginsberg et al. v.*
 11 *Seagate Technology LLC*, Case No. 5:16-cv-00612 PSG, Dkt. No. 1.).

12 3. Plaintiffs served their First Demand for the Production of Documents
 13 (“First Document Request”) in June 2016. Seagate collected 6,651,952 documents in response to
 14 Plaintiffs’ First Document Request. After Seagate’s discovery vendor ran agreed-upon keyword
 15 searches, 183,182 documents were returned as potentially responsive to the First Document
 16 Request (“keyword documents”). In addition, Seagate collected several thousand subject-matter-
 17 specific documents potentially responsive to Plaintiffs’ discovery requests (“non-keyword
 18 documents”).

19 4. A team of 7-8 contract attorneys hired by Sheppard Mullin in August 2016
 20 reviewed the 183,182 potentially responsive keyword documents.¹ To date, 4,269 documents
 21 were determined responsive and non-privileged; these have been produced. Seagate made regular
 22 productions of keyword documents to Plaintiffs until December 30, 2016. Seagate has continued
 23 to make productions to Plaintiffs as documents become available.

24 5. As of May 30, 2017, Seagate has expended over \$462,998.00 for the
 25 contract attorneys’ time in reviewing documents potentially responsive to Plaintiffs’ discovery
 26

27 28 ¹ Seagate reviewed documents and incurred expenses concurrently for document productions in
 the federal and state cases. The productions are approximately 97% the same.

1 requests.² As of the same date, the contract attorneys have spent over 8,419 hours reviewing
 2 documents responsive to Plaintiffs' discovery requests. Only two contract attorneys remain
 3 presently employed by Sheppard Mullin for purposes of this project.

4 6. In addition, I have spent over 752 hours on document production tasks,
 5 including reviewing documents, supervising contract attorneys, and managing quality control of
 6 document production. At present, Seagate has expended over \$359,246.00 for my time on
 7 document production tasks.

8 7. My colleague, Mukund Sharma has also spent over 178 hours on document
 9 production tasks, including reviewing documents, supervising contract attorneys, and managing
 10 quality control of document production. At present, Seagate has expended over \$97,400.00 for
 11 Mr. Sharma's time on document production tasks.

12 8. To date, Seagate has expended over \$919,644.00 for attorney time alone for
 13 the production of documents responsive to Plaintiffs' document requests. This number does not
 14 include partner time spent on supervising the discovery efforts. Seagate has also expended
 15 approximately \$295,334.00 for the services of discovery vendors, including vendors used to
 16 collect documents, execute keyword searches, and facilitate the review.

17 9. It would present a significant burden to Seagate, in terms of cost, time, and
 18 other factors, to execute new keyword searches for new products on the existing population of
 19 6,651,952 documents and review the potentially responsive documents—many of which will
 20 likely have been reviewed before.

21 10. Seagate also would likely have to incur significant expense to train new
 22 contract attorneys for the review, as many of the contract attorneys who reviewed the keyword
 23 documents before are no longer available.

24 I declare under penalty of perjury under the laws of the State of California that the
 25 foregoing is true and correct.

26
 27 ² A small portion of costs incurred for contract attorney time and vendor time relate to the
 28 collection, export, and review of documents from Backblaze. We estimate that no more
 than 20% of contract attorney costs or hours worked and 10% of total vendor costs are
 attributable to documents collected from Backblaze.

1 Executed on this 31st day of May, 2017, at San Francisco, California.
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Lién H. Payne